

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

(1) David R. WALT, (2) Karri L. MICHAEL

(hereinafter termed "Inventors"), residents of

(1) Lexington (2) Austin

respectively, Counties of

(1) Middlesex, (2) Travis,

respectively, States of

(1) Massachusetts, (2) Texas,

respectively, have invented certain new and useful improvements in

TARGET ANALYTE SENSORS UTILIZING MICROSPHERES

and have executed an application for a United States patent disclosing and identifying the invention on even date herewith; and having Serial No. 09/786,896 and filing date of September 10, 1999; and

WHEREAS, The Trustees of Tufts College a corporation of the State of Masachusetts, having a place of business at Tufts University, Medford, State of Massachusetts, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and

any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as follows:

Date: 5/30/01

(1)

David R. Walt

County of Middlesex

State of Massachusetts

.)

) ss.

.)

On this 12th day of June, in the year 2001, before me, Pamela A. Lucas,
Notary Public of the State of Massachusetts, personally appeared (1) David R. Walt
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument, and acknowledged that he/she executed the
same in his/her authorized capacity(ies), and that by his/her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Pamela A. Lucas

(Seal)

Date: _____

(2)

Karri Lynn Michael

County of _____

.)

) ss.

.)

State of _____

On this ____ day of _____, in the year 2001, before me, _____,
Notary Public of the State of _____, personally appeared (2) Karri Lynn Michael
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument, and acknowledged that he/she executed the
same in his/her authorized capacity(ies), and that by his/her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

(1) David R. WALT, (2) Karri L. MICHAEL

(hereinafter termed "Inventors"), residents of

(1) Lexington (2) Austin

respectively, Counties of

(1) Middlesex, (2) Travis,

respectively, States of

(1) Massachusetts, (2) Texas,

respectively, have invented certain new and useful improvements in

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any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

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4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as follows:

Date: _____

(1) _____
David R. Walt

County of

,)

) SS.

State of

.)

On this ____ day of _____, in the year 2001, before me, _____,
Notary Public of the State of _____, personally appeared (1) David R. Walt
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument, and acknowledged that he/she executed the
same in his/her authorized capacity(ies), and that by his/her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

.....

Date: 11-8-01

(2) Karri Lynn Michael
Karri Lynn Michael

County of

,)

) SS.

State of

.)

On this ____ day of _____, in the year 2001, before me, _____,
Notary Public of the State of _____, personally appeared (2) Karri Lynn Michael
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument, and acknowledged that he/she executed the
same in his/her authorized capacity(ies), and that by his/her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

POWER OF ATTORNEY BY ASSIGNEE
(not accompanying application)

The undersigned assignee of the entire interest in application for letters patent entitled:

TARGET ANALYTE SENSORS UTILIZING MICROSPHERES

and having the named inventor(s): David R. WALT and Karri Lynn MICHAEL,

and having Application No. 09/786,896 and filing date of September 10, 1999

hereby appoints the following attorneys to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith; said appointment to be to the exclusion of the inventor(s) and his (their) attorney(s) in accordance with the provisions of 37 CFR §1.32:

Harold C. Hohbach, Reg. No. 17,757; Aldo J. Test, Reg. No. 18,048; Donald N. MacIntosh, Reg. No. 20,316; Edward S. Wright, Reg. No. 24,903; David J. Brezner, Reg. No. 24,774; Robert B. Chickering, Reg. No. 24,286; Richard F. Trecartin, Reg. No. 31,801; Steven F. Caserza, Reg. No. 29,780; Edward N. Bachand, Reg. No. 37,085, R. Michael Ananian, Reg. No. 38,050, Robin M. Silva, Reg. No. 38,304; Michael A. Kaufman, Reg. No. 32,988; Maria S. Swiatek, Reg. No. 37,244; and Todd A. Lorenz, Reg. No. 39,754; provided that if any one of said attorneys ceases being affiliated with the law firm of Flehr Hohbach Test Albritton & Herbert LLP as partner, employee or of counsel, such attorney's appointment as attorney and all powers derived therefrom shall terminate on the date such attorney ceases being so affiliated.

In accordance with 37 CFR §3.73 the assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

Direct all telephone calls to Robin M. Silva at 415-781-1989.

Address all correspondence to:

Robin M. Silva, Esq.
FLEHR HOHBACH TEST ALBRITTON & HERBERT LLP
Four Embarcadero Center, Suite 3400
San Francisco, California 94111-4187

Assignee: The Trustees of Tufts College

By: Nina Green
(typed name)

Signature: 

Address: Tufts University, Medford, Massachusetts 02155

Date: 8/13/01

File No. A-67209-2/DJB/RMS/DCF